



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

FIRST COMMAND FINANCIAL PLANNING, §
INC. and FIRST COMMAND FINANCIAL §
SERVICES, INC., §

Plaintiffs, §

VS. §

No. 4:07-CV-239-A

JOHN D. WASHNOCK and §
JAMES D. WASHNOCK, §

Defendants. §

ORDER COMPELLING ARBITRATION AND GRANTING RELATED RELIEF

CAME ON for hearing on the 24th day of May, 2007, Plaintiffs' Original Complaint and Application for Order Compelling Arbitration and Staying Proceedings ("complaint and application") filed herein by plaintiffs, First Command Financial Planning, Inc., and First Command Financial Services, Inc., together with the motion of defendants, John D. Washnock and James D. Washnock, for abstention and defendants' "Response Pursuant to the Court's Order Dated May 18, 2007 and Brief in Support of their Motion for Abstention" (collectively, "response"), and plaintiffs' Reply and Supplemental Reply to the documents filed by defendants (collectively, "reply"). The court, having read and considered the complaint and application, the response, the reply, and the evidence, and having heard and considered the arguments of counsel, finds that the relief sought by the complaint and application should be granted to the extent provided in this order.

The court considers the complaint and application to be a petition of the kind contemplated by 9 U.S.C. § 4, brought by a party aggrieved by the alleged failure, neglect, or refusal of another to

honor an arbitration clause contained in a written agreement for arbitration. The hearing mentioned above was conducted pursuant to the directive of 9 U.S.C. § 4 that, following service of the petition, the court shall hear the parties. After the hearing, the court is satisfied, and finds, that the parties made agreements to arbitrate. Because of the allegation of plaintiffs that defendants have failed, neglected, or refused to honor the agreements to arbitrate, the court proceeded summarily to trial, as contemplated by 9 U.S.C. § 4. No jury having been demanded, the court heard and determined the issues. For the reasons expressed by the court during the course of the hearing, the court is ordering as follows:

The court ORDERS that plaintiffs, First Command Financial Planning, Inc., and First Command Financial Services, Inc., and defendants, John D. Washnock and James D. Washnock, proceed to arbitration as to all controversies, disputes, or claims between plaintiffs, on the one hand, and either of the defendants, on the other, as contemplated by the Financial Advisor/Agent Agreements that are of record as Plaintiffs' Exhibits 1 and 14, which controversies, disputes, and claims to be arbitrated shall include all controversies, disputes, or claims related to the validity or enforceability of any restrictive covenants, or noncompete provisions, contained in either of such agreements, and that such arbitration be conducted with the National Association of Security Dealers ("NASD") in Tarrant County, Texas.

The court further ORDERS that (a) all claims asserted or capable of being asserted by defendant John D. Washnock against plaintiffs, First Command Financial Planning, Inc., or First Command Financial Services, Inc., in Civil Action Number 2007CV496, styled *John D. Washnock v. First Command Financial Planning, Inc. and First Command Financial Services, Inc.*, in the Superior Court of Lowndes County, Georgia, including without limitation the validity and enforceability of the noncompete provisions contained in the Financial Advisor/Agent Agreement,

should be, and hereby are, compelled to arbitration with the National Association of Securities Dealers (the "NASD") in Tarrant County, Texas, (b) defendant John D. Washnock do nothing to further prosecute such Civil Action Number 2007CV496, and (c) defendant John D. Washnock within five (5) days from the date of the signing of this order take whatever steps are appropriate to cause such Civil Action Number 2007CV496 to be dismissed without prejudice.

The court further ORDERS that (a) all claims asserted or capable of being asserted by Defendant James D. Washnock against Plaintiffs First Command Financial Planning, Inc., or First Command Financial Services, Inc., in Civil Action Number 2007CV621, styled *James D. Washnock v. First Command Financial Planning, Inc. and First Command Financial Services, Inc.*, in the Superior Court of Lowndes County, Georgia, including without limitation the validity and enforceability of the noncompete provisions contained in the Financial Advisor/Agent Agreement, should be, and hereby are, compelled to arbitration with the NASD in Tarrant County, Texas, (b) defendant James D. Washnock do nothing to further prosecute such Civil Action Number 2007CV621, and (c) defendant James D. Washnock within five (5) days from the date of the signing of this order take whatever steps are appropriate to cause such Civil Action Number 2007CV621 to be dismissed without prejudice.

The court further ORDERS that all relief sought by any party in this action that is not being granted by this order be, and is hereby, dismissed without prejudice.

SIGNED May 24, 2007.



JOHN MCBRYDE
United States District Judge